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## CONFIDENTIALITY & DISCLOSURE AGREEMENT

This Confidentiality Agreement will confirm our mutual understanding in connection with Business Centre ("BC") providing and my receipt of Confidential Information regarding client companies ("the Company") of BC.

1. "Information" means all the oral or written data, reports, records or materials obtained from BC or the Company, including the knowledge that the Company is for sale, except that which is available in the public domain. Said Information is being furnished solely in connection with the potential acquisition of the Company and shall be treated as "secret" and "confidential", and no portion of it shall be disclosed to others, except to those whose knowledge of the Information is required to evaluate the Company as potential acquisition and where the undersigned assumes full responsibility for the compliance of these others to the terms of this agreement. The undersigned further agrees that he/she will not interfere with the Company's business through the use of any Information acquired under this agreement, nor use any such Information in competition with the Company. It is understood that the Company may enforce the terms of this Confidentiality Agreement.
2. It is understood that no representations or warranties are being made as to the completeness or accuracy of any Information and that any and all representations and warranties shall be made solely by the Company and shall be set forth in a signed acquisition agreement or purchase contract and then be subject to the provisions thereof. The undersigned acknowledges the responsibility to perform a due diligence review at his/her own cost and expense prior to any acquisition.
3. The undersigned acknowledges and understands that *BC and its associates represent the Company* and have a contract with the Company for a commission payable on the sale, trade, lease or exchange of the business or property and agrees not to circumvent this agreement in any way. The undersigned also states they are not with the IRS, police, or legal authority.
4. The undersigned acknowledges the Company's desire to have "Information" disclosed only to parties financially able to complete the acquisition and agrees to provide proof of financial capability to BC by one of the following:  
\_\_\_\_ Bank Reference (bank name, contact, phone#)  
\_\_\_\_ Financial Statement.
5. The undersigned agrees that this agreement covers all Companies that he/she requests disclosure from BC and on which he/she receives confidential information from BC. The undersigned accepts and BC agrees to maintain a record of disclosures to the undersigned, either by cover letter or any other means of confirmation.
6. The undersigned agrees to inform BC if there is no interest in pursuing the proposed transaction and to promptly return all Information that has been provided, and to abide by the terms of this agreement for a period of two years from receipt of Information. Receipt of a copy of this agreement is acknowledged.

Name of Individual: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Accepted by Business Centre: \_\_\_\_\_